K/W-2

BRUHATH BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer (Electrical)

Dasarahalli Zone,

Bagalagunte , Bengaluru

TENDER FOR THE WORK OF

Name of work: Upgradation of Street lights infrastructures by providing additional street light poles,control panels and replacing damaged UG cable/ AB cable with other allied works in all wards of Dasarahalli Zone.

Indent No:

Tender reference	:	BBMP/EE/ELE/DZ/TEND/05/2024-25
Last date and time for receipt of tenders through e-portal		As per e- procurement portal
Time and date of opening of Tenders		As per e- procurement portal
Place of opening of tenders		Office of the Executive Engineer (Elec), Dasarahalli zone, BBMP
Address for communication		Office of the Executive Engineer (Elec), Dasarahalli zone, BBMP

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5.	CONDITIONS OF CONTRACT (CC)
6.	CONTRACT DATA
7	SPECIFICATIONS
8	DRAWINGS
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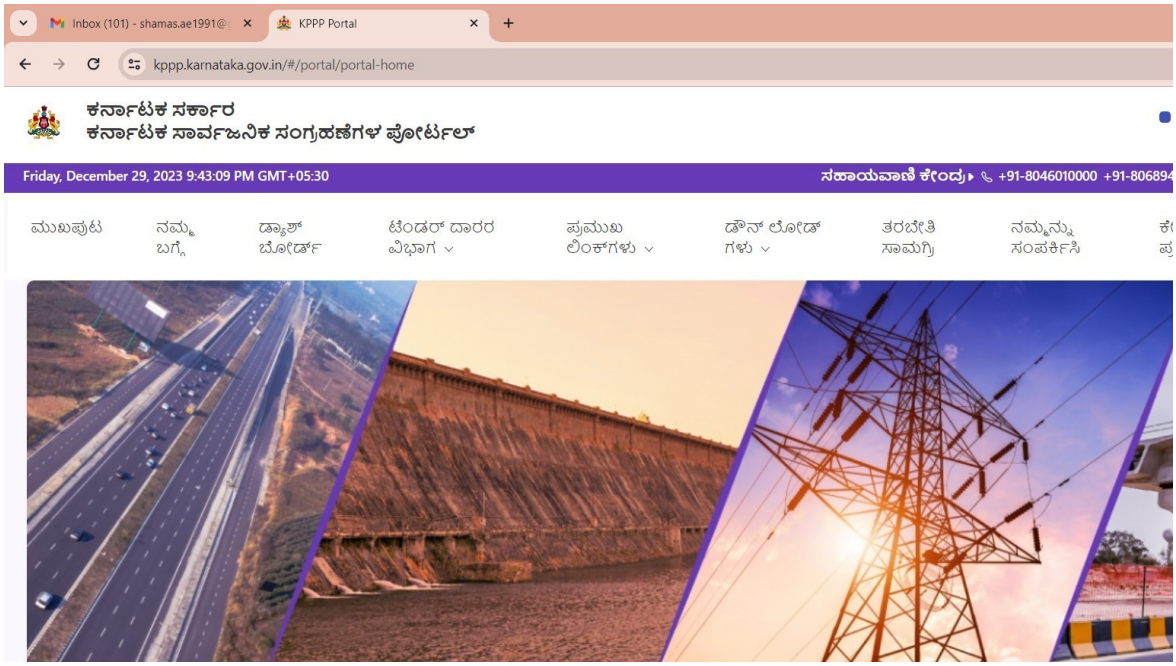
SECTION 1: INVITATION FOR TENDERS (IFT)

Tender Notification No:
Office of the Executive Engineer (Electrical) Dasrahalli Zone, BBMP**.** Invites tenders from eligible tenderers, for the construction of works detailed in the Table below. The tenderers may submit tenders for any or all of the works given in the Table. Single Cover Tender procedure as per Rule28 of the KTPP Act shall be followed. The Tenders are required to submit two separate sealed covers, one containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3and 6), which will be opened first and the second cover containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered work. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

1. Tender documents may be downloaded from Government of Karnataka Public procurement website https://kppp.karnataka.gov.in/ under login for Contractors:



2. After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee /transaction fee is non-refundable.
3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest Money deposit which will be paid online through public procurement portal only.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in public procurement portal. First Cover (Technical Bid) of the Tenders will be opened after

prescribed time and date in the public procurement portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer (Electrical), Dasarahalli zone, BBMP

5. Other details can be seen in the tender documents.

BRUHAT BANGALORE MAHANAGARA PALIKE

BBMP/EE/ELE/DZ/TEND/05/2024-25

Office of the Executive Engineer (Ele),
Dasarahalli Zone,
Bruhat Bangalore MahanagaraPalike.
Dated:19-03-2025

INVITATION FOR SHORT TENDER (IFT)
(SINGLE Cover System)
(ThroughKPP Portal only)

1. Executive Engineer (Elect), Dasarahalli Zone, invites Tenders in accordance with KTPP rules 2000, from eligible contractors registered in Bruhat Bangalore MahanagaraPalike/KPWD/CPWD/Railways/MES/National Highway or any other equivalent central/state government organizationson behalf of the Chief commissioner, BBMP for Electrical workas detailed in the table. The bidders may submit their bids for works given in the table below through KPP portal of the Government of Karnataka **(https://kppp.karnataka.gov.in/)** The bidders are advised to note the minimum qualification criteria specified in clause-3 of the ITT to qualify for award of the contract.(Standard Tender Document KW-2)

2. a. Tender documents may be downloaded from the e-procurement portal from **20-03-2025.**

b. Bids must be submitted online through the e-procurement portal on or before **26-03-2025by11:00 hrs**.

c. The Tender will be opened on **27-03-2025at 11:30 Hrs**.

d.Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be submitted online through web site **https://kppp.karnataka.gov.in/**

e. Tenders shall be opened on the web site **https://kppp.karnataka.gov.in/** in the office of the Executive Engineer (Ele.), Dasarahalli Zone, BBMP Bangalore.

f.Aspiring bidders / contractors who have not registered in KPP portal should be registered before participating in this tender.

g. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.

h. All the information required for the bid must be uploaded in KPP portal only.

i. For details of registration and e-payment of EMD, visit GOK KPPP website **https://kppp.karnataka.gov.in/** or contact KPPP helpdesk at 080-25501216,25501227.

Sl No.	Name of the Work	EST Cost (In Lakhs)	Earnest Money Deposit (Rs.)	Cost of document (Rs.)	Period of completion	Class of Contract
1	Upgradation of Street lights infrastructures by Providing additional street light poles, control panels and replacing damged UG cable/ AB Cable with other allied works in all ward of Dasarahalli Zone	45.00	90000.00	As per KPP portal	**180 Days**	Class I & Above

S/D
Executive Engineer (Elec.)
Dasarahalli
Bruhat Bangalore MahanagaraPalike

Tender Terms & Conditions

1. Qualifying requirements: The Tenderer shall have a Valid Electrical Inspectorate License.

2. The Tenderer shall furnish documents like work completion certificate duly certified by the Competent Authority not below the Rank of Executive Engineer, turnover certificate issued by charted accountant minimum of turnover not less than the two times the Estimate amount between 2019-20 to 2023-24 along with Technical Bid as per the Bid document KW 2.

3. The work completion Certificate shall specify the nature of work, items and quantity of work executed and the date of completion of work as detailed in Tender Documents.

4. The Tenderer shall compulsorily upload the valid and present Certificate copies of PAN &GST NO.

5. The tenders will be opened on the due date and time of opening as indicated in the tender document.

6. It is stipulated that, if "The rate/amount quoted by the Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the Difference Amount through such means as prescribed by prevailing rules of government of karnataka, in favour of Executive Engineer (Elec) South zone at the time of Agreement.This Difference Amount will be returned after Satisfactory completion of the work without Interest. Failure to comply with this condition, the tender shall be rejected".

7. It is Stipulated that, For any Specialized work or other works to be specified or as per prevailing rules, Intending tenderer shall have required work qualification of **"Executing similar nature of single work of 50% of Estimate value of this work, involving**

execution of specified items of work"and as proof tenderer shall upload work done certificate issued by officer not below the rank of Executive Engineer.

8.As per the Standard tender document KW4 and also Commissioner order No: CE(TVCC&PPED)PR/18/2012-13 Dated:19/01/2013 the bidder shall remit 5% of Security deposit through such means as prescribed by prevailing rules of Government of Karnataka, in Favour of Executive Engineer (Ele) Dasarahalli at the time of agreement.

9. The tenderer may obtain further clarifications/information in respect of the tender documents at the office of The Executive Engineer – Electrical, dasarahalli, BBMP, Electrical Division, Dasarahall Zone, M E I Layuot Hesaragatta Main Road, Bangalore 560073

10. Bidders shall note that the applicable GST shall be paid along with work bill on tender approved rates of items whose estimate rates are based on KPWD (Ele) SR -2023-24 Items, as per Govt Order No-PWS 65 RDF 2017, Dtd:11-10-2018.

11. The tender accepting authority shall have the power to accept or reject any tender without assigning any reason thereof.

12. While carrying out electrical works the tenderer shall carry out the works through qualified personnel& in consultation with BESCOM for line clearance etc. In the event of any mishap or accident tenderer is held solely responsible and shall indemnify BBMP in this regard.

13. The Fittings & other accessories proposed to be used in the work shall be got approved by the competent authorities before taking up the work.The indicated quantities are subject to variation asper prevailing rules.

14. The successful tenderer shall paint on the fitting & switches,firm name, ward no date/month & year of fixing the fittings & switches etc.,

15. The contractors blacklisted in Govt/Quasi/Govt/Boards/BBMP etc., are not eligible to participate in this tender, if any the tenders of such tenderer shall be rejected.

16. No Joint Venture/Consortium is permissible.

17. Conditional Tenders will not be accepted.

18. The Contractor has to make own arrangements for procurement of all materials required for the work. There is no departmental supply of materials or mobilization funds. Contractor should procure materials with BIS or other relevant standards & obtain necessary quality control certificates from authorized quality control authority.

19. Sub-letting of work is prohibited.
20. Any Corrigendum/Modification will be notified in the KPP portal only.

21. As per Government order No. LD 300/LET/2006, Dt: 18-07-2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.

22.Necessary Taxes and other deductions shall be made from contractors Bills.

23. The successful bidder has to execute an agreement with BBMP with in stipulated period, failing which his tender shall be rejected.

24. The work shall be commenced with all earnestness as notified, failing which, it shall be presumed that the tenderer is not interested in the work and action shall be taken to get the work executed through alternate agency at the risk and cost of the tender.

25. The BBMP reserves the right to accept/reject any or the entire tender's without assigning any reasons.

26. Any other details regarding the works & other information can be obtained from the above office during office hours.

27. Tender documents may be download from the Website **https://kppp.karnataka.gov.in/**

28. Not withstandingany thing contained herein, prevailing rules of GOK and clauses of appropriate standard tender documents shall also applicable along with conditions specified herein.

29. The Tender of successful bidder shall be rejected if,

a. Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements: and/or

b. Record of poor performance such as abandoning the works, not properly completing the

Contract, inordinate delays in completion, litigation history, or financial failure etc.: and/or

c. Participated in the previous tender for the same work and had quoted unreasonably high

Tender prices and could not furnish rational justification. Such Tenderer shall be rejected.

30. The tenderers shall note that, In Labour / Manpower oriented Items of any of the above tender, If " The rate quotes by the tenderer is less than stipulated schedule rates, such tenders shall be rejected."

31. Item Rates mentioned in Tender schedule are Indicative only, however, Tender shall quote his/her rates considering prevailing statutory taxes and duties.

32.The tenderer after becoming successful bidder if elected to withdraw from the tender then, EMD submitted by him for the subject work shall be forfeited and his bid shall be rejected. Further he shall not be eligible to participate in the future tender for the same work.

33.The tenderer shall ensure his eligibility to participate in the tender as per specified tender qualification criteria. Submitting tender without possessing minimum required tender qualification as per tender document shall lead to forfeiture of EMD submitted by him for the subject work and his bid shall be rejected .

Copy to:

1. Copy Submitted to the Worshipful Administrator for kind information.
2. Copy Submitted to the Chief Commissioner for kind information
3. Copy submitted to the Special. Commissioner (Project) for kind information

4. Copy submitted to the Engineer-In-Charge.
5. Copy submitted to the Addl. Commissioner (Dasarahalli Zone) for kind information.
6. Copy to the CE (Dasarahalli Zone) for kind information.
7. Copy to the SE (Electrical) for kind information.
8. Copy to the Deputy Secretary to Government, Urban development Department and State Tender Bulletin Officer for kind information and to publish in State tender bulletin.
9. Copy to the Public relation officer, BBMP for kind information and to publish in Leading Newspapers.
10. Copy to the information officer, BBMP for kind information and to publish in Website Along with soft copy.
11. Copy to the DCF (Dasarahalli Zone) BBMP for kind information.
12. Notice board.
13. Office copy.

Executive Engineer
Electrical Division, Dasarahalli Zone,
Bruhat Bangalore Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A **General**

1. Scope of Tender

Office of the Executive Engineer, Dasrahalli Zone, Electrical Division, BBMP**.** Invites tenders Following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

To qualify for award of this contract, each tenderer in its name should have in the last five years i.e., 2019-20 to 2023-24

a) Achieved in at least two financial years a minimum annual financial turnover of Rs **45.00 Lakhs.**

b) Satisfactory completed, at least one similar work of value not less than Rs. **22.50 Lakhs as** prime contractor.

c) Executed in any one year (for a continuous period of 12 months) the following minimum quantities of work.

Sl. No	**Item Description**	**Unit**	**Quantity executed**
1	Fabricating, supplying and erection of long hot dip Galvanized Octagonal hot dip Pole. 3Mtrs and above	Each	56 Nos
2	Supply and installation of LED Streetlight luminaire 40 watts and above	Each	56 Nos
3	Supplying and installation of Street Light Switches Automatic/Manual	Each	132 Nos
4	Supplying and laying UG cable 16 sqmm and Above	Kms	1.75 Kms

To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts**.**
Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2
(d) and (e) above.
Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under

Assessed available tender capacity = (A*N*2.50 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to 2023-24 price level)* taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited (9/12)
B = Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next (9/12) year.

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*
Financial Turnover of previous years indicated in clause 3.2 & 3.4 above shall be given a weight of 10% per year to bring them to the price level of 2023-24.

Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. Cost of Tendering:

The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

5. Site visit:

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

6. Content of Tender documents,

The Contractor should go through the Tender Document and submit the response /commercial /technical through public procurement portal (online) only after downloading the tender document.

7. Clarification of Tender Documents

A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

Pre-tender meeting: if notified and required

The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the office of the Employer on the date and time mentioned in the public procurement portal.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any

modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

8. Amendment of Tender documents

Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda in e- proc portal.
Any addendum thus issued shall be part of the tender documents and shall be posted online in the public procurement portal which Contractors should download.
To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on line through public procurement portal, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

9. Documents comprising the Tender

The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

First Cover: (Only online)

(a) Earnest Money Deposit; on line payment through public procurement platform and in the form as specified in the public procurement portal
(b) Qualification Information as per formats given in Section 3;
(c) Tender transaction fee. Online payment through public procurement platform.
(d) General eligibility criteria.

Second Cover: (Only online)

(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9); online through public procurement portal, no hardcopy of commercials should be attached or disclosed

Any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

10. Tender prices

The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
The Tenderer shall fill in rates and for all items of the Works described in the Bill of Quantities in Public procurement portal only.

Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the bid.

All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. **GST will be paid separately as per Govt. letter No. PWD 65 RDF 2017, dated 11/10/2018**

The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

11. Tender validity

Tenders shall remain valid for a period not less than **180 days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non- responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the

Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

12. Earnest money deposit

Earnest Money Deposit/ Bid security

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the public procurement portal using any of the following payment modes:

1. Credit Card
2. Direct Debit
3. National Electronic Fund Transfer (NEFT)
4. Over the Counter (OTC)

The contractor shall furnish the requisite EMD fully through e-payment.

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Designated Bank branches listed in the public procurement web-site (www.eproc.karnataka.gov.in), the contractor/supplier will need to log into public procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into public procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money

after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the public procurement system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Designated Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Designated Bank until the contract is closed.

b. The entire EMD amount for a particular tender has to be paid in a single transaction

For details on e-Payment services refer to public procurement portal for more details on the process.

Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the supplier/contractor registered in the public procurement system .

(NOT APPLICABLE- E-Payment only)

Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub- Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

  (i) Sign the Agreement; or

  (ii) Furnish the required Security deposit

(d) if the documents submitted by the Tenderer found to be misleading/forged or fake.

13. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time notified in public procurement portal.

D. Submission of Tenders

14. Tenderer shall submit the Bid electronically before the submission date and timenotified in public procurement portal.

15. Deadline for submission of the Tenders

Tenders must be received by the Employer **through e procurement portal only** no later than **date and time notified in public procurement portal.** However in online public procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the public procurement portal will not be available.

The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

16. Late Tenders

In online public procurement system, Tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the public procurement portal will not be available.

17. Modification and Withdrawal of Tenders

Tenderer has the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the public procurement portal.

E- Tender opening and evaluation

18. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

The Employer will open online the First Covers of all the Tenders received through public procurement portal, in the presence of the Tenderers or their representatives who choose to attend at the date, time and the venue specified in the public procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

Not Applicable

The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3

NA

The Employer will evaluate and determine whether each tender (a)

meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

19. Opening of Second Cover of qualified Tenderers and evaluation:

The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the date, time and the venue specified in the public procurement portal, in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

Not Applicable

The Tenderers' names, the Tender prices, the total amount of each Tender, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

The employer shall prepare minutes of the tender opening including the information disclosed to those present in accordance with the sub clause 20.3

20. Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.

A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one

(a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

The Tenderer can do Modification/corrections/changes to their bids till the last time and date of submission of bid in public procurement Portal only

25. Evaluation and comparison of Tenders

The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

If the tender of the successful tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria:

Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or public procurement portal or through letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price(As per Govt Order : FD 456 exp-12/2022, Bangalore Dated:10-08-2022) plus additional security for unbalanced tenders in accordance with Clause 25 of ITT and Clause 44 of the Conditions of Contract. For all works*:*

- Banker's cheque/Demand draft,/Pay Order in favor of Executive Engineer (Electrical division), Dasarahalli Zone, BBMP. payable at BANGLORE A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to Executive Engineer (Electrical division), Dasarahalli Zone, BBMP. payable at BANGLORE ---Fixed Deposit Receipts pledged in the name of Executive Engineer (Electrical division), Dasarahalli Zone, BBMP. payable at BANGLORE .

If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.
The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.
Failure of the successful Tenderer to comply with the requirements of Sub-Clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

31. Corrupt or Fraudulent practices

The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

32.Debarment of tenderers.-

The procurement entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity 'with a fraudulent intention:

Provided that, no tenderer shall be debarred without giving opportunity of being heard.

The State Government may debar tenderers for a period not exceeding three years, from participating in any procurement activity within the State, following such procedure as may be prescribed, on grounds of, but not restricted to, criminal offence, corruption, integrity, honesty and work ethics:

Provided that, no tenderer shall be debarred without giving opportunity of being heard.

The State Government shall publish the list of so debarred tenderers under sub-section (32.2) from participating in any procurement activity on the Karnataka Public Procurement portal.

The tenderer so debarred under sub-section (32.2) shall not be entitled to apply to participate in tenders called by any procurement entity under this Act during the period so debarred.

As per Government Order NO: FD 675 EXP 12 /2020 Banglore Dated 22-12-2020.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

Constitution or legal status of Tenderer [Attach copy]

Place of Registration Principal place of business:

Total value of works
executed and payments received in the last five years
(in Rs. Lakhs)

2019-20_____
2020-21_____
2021-22_____
2022-23_____
2023-24_____

Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs Lakhs	Date of issue of Work	Specified period of complet- ion	Actual date of comple t- ion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (**As per Section 3 Qualification of the Tenderer Clause 3.2 (c))**	Remarks (Indicate contract reference)
1	2	3	4	5
2019-20				
2020-				

21				
2021-22				
2022-23				
2023-24				

Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name & Date Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name & Date Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works----------

Tender

To :
Address :

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

The advance payment required is Rs
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance

certificate. Authorized Signature:

Name & Title of Signatory: _____
Name of Tenderer _

Address: _____

_____

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To: _____

[name and address of the

Contractor] Dear Sirs,

This is to notify you that your Tender dated____for execution of the----------for the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up

to 28 months from the date of Agreement (15 months for working period + 12 for Defective liability period + 1 month) and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of

Signatory Name of

Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

——————— (date)

To

——————————————— (name and address of the Contractor)

———————————————

———————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of---at Tender Price of Rs. ———
———, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between .....(hereinafter called "the Employer") of the one part and _____
_____
_____[name and address of contractor] (hereinafter called
"the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute----------
i.e.(hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____
_____

in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor_____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer. The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works. **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when

the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A SUBCONTRACTOR**----- DELETED-----**

A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be

effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting - Deleted

This Clause is deleted.

8. Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

  (i) could not have reasonably foreseen; or

  (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

    (A) Prevent loss or damage to physical property from occurring by taking appropriate measures or

    (B) Insure against such loss or damage

12. Contractor's risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the

responsibility of the Contractor.

13. Insurance:

The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the Employer.

Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

The Contractor shall be responsible for the design of Temporary Works
The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.
If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.
The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

Time Control

B. Program

Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

25. Extension of the Intended Completion Date

The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

26. Delays ordered by the Employer

The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

27. Management meetings

The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.
The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

28. Identifying defects

The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

29. Tests

If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a

Compensation Event.

30. Correction of defects

The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

31. Uncorrected defects

If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

32. Bill of Quantities (BOQ)

The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

33. Variations

The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the

approved drawings.

The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ failing which the contractor shall be responsible for deviation if any. Further approval of Govt has to be obtained for the variation exceeding 5 %.

34. Payments for Variations

Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

35. Submission of bills for payment

The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

36. Payments

Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

Items of works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

37. Compensation events

The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.
The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

38. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax , labour welfare cess and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

39. Price Adjustment: NOT APPLICABLE

40. Liquidated damages:

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

41. Advance Payments: NOT APPLICABLE

42. Securities:

The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

43. Cost of Repairs:

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or commissions.

E. Finishing the Contract

44. Completion

The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

45. Taking over

The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

46. Final account

The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The

Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

47. As built drawings and /or Operating and Maintenance Manuals

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

48. Termination

The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) This clause is deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) This clause is deleted

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after

Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

49. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

50. Property

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

51. Release from performance

If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover

from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties. If the parties fail to reach such agreement/consensus then the sole arbitrator shall be appointed by the Appointing Authority, namely, Institute of Engineers, at respective district.

(b) Arbitration proceedings shall be held at District head quarters Bangalore urban District, Karnataka,
India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings

5. Death of a Contractor:

In the case of death of a contractor after executing / commencement of the work, his legal heir, if an eligible

registered contractor and willing can executive and complete the work at the accepted tender rates irrespective of the cost of work.

6. Establishment of Field laboratory (Clause 30)

The contractor shall establish the field testing laboratory within two weeks from the date of agreement as per the details provided in **Section 6: Specification**

7. Work done certificates

Public procurement Indent Numbers Should be mentioned in all submitted work done certificates for similar work done and Quantities.

8. Conditional Tenders will not be accepted.

9. Turnover certificate from CA with valid UDIN No. to be furnished along with necessary documents.

SECTION 6: CONTRACT DATA		
Items marked "N/A" do not apply in this Contract		
The following documents are also part of the Contract:		**Clause Reference**
The Employer is :		
Name:	**EXECUTIVE ENGINEER (ELECTRICAL)**	[1.1]
Address:	Office of the Executive Engineer (Elect), Dasarahalli Zone, BBMP	
Name of authorized Representative:	Executive Engineer (Electrical), Dasarahalli Zone	
The name and identification number of the Contract is		[1.1]
Upgradation of Street lights infrastructures by providing additional street light poles,control panels and replacing damaged UG cable/ AB cable with other allied works in all wards of Dasarahalli Zone		
The Works consist of	**Electrical Work**	
The start date shall be **One week from the** date of issue of notice to proceed with the work.		[1.1]
The Intended Completion Date for the whole of the Works is **6 Months** with the following mile stones.		[17,26]

The Site Possession Date is: **One Week after date of issue of** notice to proceed with the work.	[21]
The Site is located at in **Dasarahalli Zone** Limits of BANGLORE District.	[1.1]
The Defects Liability Period is **1 year from the date of work completion**.2 years for fittings	[31]

The maximum amount of liquidated damages for the whole of the works

[41] Is 10% (ten percent) of final contract price

Mobilization Advance**:** **(Not applicable)** [42]

The date by which “as-built” drawings in 2 sets are required is within 30 days of issue
of certificate of completion of Whole or Section of the Work as the case may be.
[48]

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is 0.5 % of the contract value [48]

The following events shall also be fundamental breach of the contract:[49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent.

[50.1]

SECTION 7: SPECIFICATIONS

All Items of Work shall be measured as per actual execution.

General Requirements

The Technical Specifications in accordance with which the entire Work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following.

PART – I: General Technical Specifications

The General Technical Specifications shall be the in accordance with the Specification mentioned in Schedule rates of Karnataka Public works Department, All materials used in this work shall be as per the I.S. Code. The detailed specifications are enclosed in the e-proc.

PART – II: Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise of various Amendments / Modifications / Additions to the "General Technical Specifications" referred to in PART – I above and Additional Specifications for Particular Item of Works not already covered in PART – I.

When an Amended / Modified / Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended / Modified / Added Clause or part thereof.

In so far as Amended / Modified / Added Clause may come in conflict or be inconsistent with any of the Provisions of the said Specifications under reference, the Amended / Modified / Added Clause shall always prevail.

In the absence of any definite Provisions on any particular Issue in

the aforesaid Specifications, reference may be made to the Latest Codes and Specifications of IS and BIS in that order. Where even these are silent, the Construction and Completion of the Works shall conform to Sound Engineering Practice as approved by the Engineer-in-charge and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

The contractor shall stakeout the alignment and establish the Benchmarks and its Preservation / Checks as required at required frequency, etc. shall be as per the Provisions in the Relevant Specifications / Codes and approved by the Engineer-in-charge. The Cost of these Works is considered Incidental to Main Work and Part of the Contract and no extra payment shall be made towards this.

The Contractor shall take all Precautions for safeguarding the environment during the course of the Construction of Works. He shall abide by all the Rules, Regulations and Laws in Force governing Pollution and Environmental Protection that are applicable to the area where the Works are situated.

NOISE: **All Construction Operations shall be performed in a manner to minimize Noise and Vibration. The noise and dust pollution of construction activities should not affect the normal life of public.**

If the Noise Level are found to be above the Standards and it is determined by the Engineer-in-charge that these Levels are due to the Equipment or Plants being deployed by the Contractor, he shall undertake, at his own cost, Measures as approved by the Engineer-in-charge, to bring these Levels down to the Specified Levels. The Contractor shall ensure

Clause 111.5 Precautions against Dust

The Contractor shall take all Reasonable Steps to minimize Dust Nuisance during the Construction of the Works. All Existing Roads used by Vehicles of the Contractor or any of his Sub Contractor or Suppliers of Materials or Plant, and similarly any New Roads, which are Part of the Works and which are being used by Traffic, shall be kept Clean and Clear of all Dust / Mud or other Extraneous Material dropped by

the said Vehicles or their Tyres. Similarly, all Dust or Mud or other Extraneous Material from the Works shall be immediately cleared by the Contractor. Clearances shall be affected immediately by Manual Sweeping and Removal of Debris, or, if so directed by the Engineer, by Mechanical Sweeping and Clearing Equipment, and all Dust, Mud and other Debris shall be removed entirely from the Road Surface. Additionally, the Road Surface shall be hosed or watered using suitable Equipment to avoid Dust Pollution.

All Vehicles, Equipments and Machineries needed for Construction will be regularly maintained to ensure that Pollution Emission Levels conform to applicable norms.

Substance Hazardous to Health

The Contractor shall not use or generate any Material in the Work, which are hazardous to the health of persons, animals or vegetation. Where it is necessary to use some substance, which can cause injury to the health of the Workers, the Contractor shall provide suitable protection gears /gadgets

Any Structural Damage caused to the existing Roads / Structures by the Contractor’s Equipment shall be made good without any extra cost.

Environmental Monitoring

In order to carry out periodic checks, Environmental Monitoring will be carried out by the Engineer-in-charge as per the Schedule and if any Parameter is found above the Acceptable Standards, Mitigation Measures / Control Measures as decided by the

SECTION 8: DRAWINGS
Attached separately in public procurement Portal

SECTION 9: BILL OF QUANTITIES

The contractor has to quote for each item of work in Bill of quantities made available in public procurement portal

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

SECTION 10:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

WHEREAS_____*[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* _Rupees_____ _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____